

RESOLUTION OF BOSTON REDEVELOPMENT AUTHORITY APPROVING AGREEMENT,  
DEED, AND PRICE FOR PARCEL 5 IN THE GOVERNMENT CENTER PROJECT AREA

WHEREAS there has been presented to this meeting of the Boston Redevelopment Authority a proposed Agreement and Deed for the sale of Parcel 5 in the Government Center Project Area to the General Services Administration; and

WHEREAS the said proposed Agreement and Deed provide for a purchase price for said Parcel in the amount of \$1,200,000, based upon two independent appraisals of the value of said Parcel for uses in accordance with the uses, controls and restrictions set forth in said Agreement.

NOW THEREFORE BE IT RESOLVED BY THE BOSTON REDEVELOPMENT AUTHORITY:

1. That the proposed Agreement and Deed for the disposition of Parcel 5 in the Government Center Project Area to the General Services Administration are hereby approved in all respects and the Chairman is hereby authorized to execute such Agreement and Deed on behalf of the Authority substantially in the form presented to this meeting, subject to:
  - a. Concurrence of HHFA
  - b. All approvals required by Chapter 121 of the General Laws, and Title I of the Housing Act of 1949, as amended.
  - c. Prior public disclosure as required by said Title I.
2. That the proposed price of \$1,200,000 is hereby approved and determined to be not less than the fair value of the Parcel for uses in accordance with the controls and restrictions set forth in the Disposition Agreement.
3. That the General Services Administration, an Agency of the U. S. Government, possesses the qualifications and financial resources necessary to acquire and develop the land in accordance with said controls and restrictions.
4. That the Land Use Provisions, Planning Objectives, and Building Requirements set forth in the Agreement are based on a local survey and conform to the general and comprehensive plan of the locality as a whole.



FASTEN  
PLAT, ETC.,  
HERE

GENERAL SERVICES ADMINISTRATION  
PUBLIC BUILDINGS SERVICE  
SITE PROPOSAL

In response to your invitation for offers of property for the Federal building at the location shown below, the undersigned hereby proposes to sell or donate to the United States of America, for the amount specified, the following described land (clear building space, exclusive of sidewalks, etc.)

LOCATION (City, county and state)

Boston, Suffolk County, Massachusetts

See Plat.

PRICE OF LAND

\$19,000.00

DESCRIPTION OF LAND

The land in the area of the Government Center Project of Boston Redevelopment Authority more fully described in the form of deed attached hereto and made a part hereof as Exhibit "A"

and as shown by the attached plat on which is indicated the correct widths of public streets and alleys abutting the site; together with all of the improvements thereon, ~~which land is hereinafter referred to as~~ (which land is hereinafter referred to as "The Site").

BIDDER REPRESENTS:

(a) That he ☐ has, ☐ has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the bidder) to solicit or secure this contract, and (b) that he ☐ has, ☐ has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the bidder) any fee, commission, percentage or brokerage fee, contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b) above as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 44, Part 150.)

SIGNATURE

DATE SIGNED

SIGNER IS (Check)

☐ OWNER

☐ AGENT

ADDRESS (Post office, street, number, city and state)

11th floor

City Hall Annex, Boston, Mass.

NAME OF HOLDER OF THE MORTGAGE ON THE ABOVE PROPERTY (Or his local representative)

None

THE MOST RECENT ASSESSED VALUATIONS OF RECORD ON THE ABOVE-DESCRIBED PROPERTY ARE

LAND	IMPROVEMENTS	TOTAL	ASSESSMENT DATE
			1, 1951

The foregoing proposal is submitted in accordance with, and subject to, the terms and conditions of said invitation or advertisement, and the "Conditions" governing purchase of Federal building sites as set forth on the reverse of this form.

paragraph 18 hereon and additional paragraphs 15 through 30 inclusive, attached hereto)

IMPORTANT NOTICE TO BIDDERS

- There must be attached to the proposal a plat showing the dimensions of the property offered and widths of all abutting streets and alleys. Such dimensions shall describe clear building space exclusive of sidewalks.
- If the vendor desires to reserve any building or other improvements on the site, it is important that he describe the same in the above space provided for that purpose; otherwise, this proposal is for land, together with all the buildings and improvements thereon.
- The "Conditions" on the reverse of this proposal are incorporated by reference in the proposal and, upon acceptance by the Government, become part of the resulting contract. As these "Conditions" constitute important contractual provisions setting forth in detail the obligations of the bidder, it is of extreme importance that they be carefully read prior to the submission of the proposal.



## CONDITIONS

**1. PRICE ADJUSTMENT IF LESS AREA.**—In the event that the land to be acquired is less area (clear building space, exclusive of sidewalks, etc.) than indicated by the dimensions given in the description furnished in this proposal, an equitable reduction shall be made in the amount of the purchase price. The foregoing provisions of this paragraph shall not obligate the United States to conclude the purchase of a lesser area than that described in the proposal.

**2. TITLE.**—Within 30 days from the date of the letter of acceptance, and without additional expense to the United States, the vendor shall cause to be executed and delivered all abstracts or certificates of title, plats, maps, official certifications, affidavits, evidences of title, deeds of conveyance, etc., necessary in the opinion of the Attorney General, to convey to the United States of America a valid and satisfactory title to said land clear of all mineral rights, easements, restrictions, leases, judgments, taxes, and assessments, existing or inchoate, liens, or incumbrances of any sort, at the date of the transfer of the title to the United States. The vendor shall so furnish said title papers, etc., as to make the same in every respect satisfactory to the Attorney General of the United States. The deed to the United States of America shall be type-written, and the consideration stated in such deed shall be the actual consideration paid by the Government, irrespective of any consideration or proceeds from other sources to the vendor. (It is not necessary to discharge liens and mortgages until the transfer of title to the Government is about to be made.)

**3. SURVEY.**—Within 30 days from the date of the letter of acceptance, and without expense to the United States, the vendor shall furnish a careful survey of said site, based on the local land records as required by Specification for Vendor's Survey of Site for Federal Building (GSA Form 1425); have the surveyor set permanent stone or concrete markers at each corner, or bound, of the land; have the description in the deed to the United States conform to the actual measurements and refer to the monuments utilized by the surveyor. Such survey, etc., shall be first submitted to the General Services Administration at the earliest practicable date, and all required corrections therein including the setting of said monuments shall be promptly made to the satisfaction of the Administrator of General Services or his duly authorized representative.

**4. CONTINUATION OF ABSTRACTS, ETC.**—Immediately preceding the payment of the purchase money, the vendor shall have said abstracts or certificates of title continued down to, and including, the date of the recording of the deeds, etc., to the United States and show such recordation, and also have appended to said abstracts or certificates of title the proper official certification showing that all taxes, special assessments, existing or inchoate, charges, liens, judgments, conveyances, mortgages, or incumbrances of any character whatsoever, standing as a charge against any part of said site at, or before, the date of recordation of said deeds to the United States, etc., have been duly paid, discharged, and released of record, so that an absolutely clear title to the whole of said site without restriction or reservation of any nature, shall then be vested in the United States; all without additional expense to the United States.

**5. CONDEMNATION.**—That in case, in the opinion of the Administrator of General Services, it becomes desirable to condemn the lands described in this proposal, the contract resulting from acceptance of this proposal may be entered in the condemnation proceedings as a stipulation for the purpose of fixing the contract price as fair, just, and reasonable compensation for the lands described, and providing that any and all awards of just compensation that may be established by judgment in the court in behalf of any and all persons, corporations, and associations other than the vendor, shall be deductible from the said contract price, and the vendor consents to such judgments, if any, and agrees to accept the balance of said contract price remaining after the payment and deduction therefrom of the amount or amounts of any and all such awards, as full and just compensation for the taking of the described lands.

**6. DEDICATIONS AND VACATIONS.**—The vendor shall furnish promptly upon the request of the United States Attorney, such duly authenticated evidence as may be required by the Attorney General satisfactorily to establish that the public alleys and roadways abutting the site, as shown in the proposal, have been duly dedicated to the public and legally accepted by the proper authorities of the municipality in which said site is situated, and that the same have been actually opened and will be kept open and improved as are other public streets and alleys in said municipality. In the event that any such alleys or roadways have not been duly dedicated to the public and legally accepted as aforesaid, the vendor agrees that he will cause the same to be duly dedicated and legally accepted. Also, should the vacation of any alley, passageway, or street, or portion of such alley, passageway, or street, now lying within the area comprising the entire site, be required to vest in the United States a valid unencumbered title to the entire site, the vendor must procure such vacation and furnish similar evidence of the due accomplishment thereof, without expense to the United States.

**7. ENTIRE SITE BE ACQUIRED.**—If the proposed site is composed of more than one parcel of land, the General Services Administration shall be under no obligation to acquire any parcel until the Attorney General shall have rendered a favorable opinion on the title to all the parcels embraced in the entire tract to be acquired;

and, where any portion of the site is to be acquired by condemnation proceedings, the General Services Administration shall not be required to conclude the purchase of any parcel until the award in condemnation shall have been rendered and found to be in an amount satisfactory to that Administration.

**8. CLEARING OF SITE.**—(a) Upon thirty (30) day notice in writing to do after title to the land comprising the site has vested in the United States, the vendor shall be obligated, without expense to the United States and to the satisfaction of the custodian of the site (1) if buildings or other improvements have been reserved by the vendor, to remove the same down to ground level; and (2) if buildings or other improvements have been reserved by the vendor or if the site is unimproved, to remove all tracks, poles, and wires (overhead or underground), all gas, water, and heating pipes, ducts, etc., conduits, utilities, and sewers crossing the site or, in lieu of removal thereof, to plug at the lot lines any such pipes, ducts, conduits, or sewers.

(b) Immediately after title to such land has vested in the United States (or, if removal of reserved buildings or other improvements shall thereafter create a dangerous condition, then immediately after such condition is created), the vendor shall, without expense to the United States, nail off or cover, to the satisfaction of the custodian of the site, all open wells, cellars, or other excavations on the site.

(c) Before payment is made to the vendor, the vendor shall furnish a good and sufficient bond (in such amount as the United States Attorney may deem ample) to guarantee to the United States the performance of all of the obligations of the vendor as set forth in subparagraphs (a) and (b) of this paragraph 8.

(d) If the vendor shall fail to comply with any of the obligations set forth in subparagraphs (a) and (b) of this paragraph 8, the Government, if deemed in its interests by the Administrator of General Services or his duly authorized representative, may perform the work, sell or dispose of any buildings or other improvements, or any portion thereof, and collect from the vendor or the obligor on the bond referred to in subparagraph (c) of this paragraph 8 all costs incurred in excess of the proceeds of any such sale.

**9. GROUND RENTAL.**—In the event that the buildings on the land are reserved to the vendor, a reasonable ground rental shall be paid by the vendor to the United States for the period from the date title to the land is vested in the United States until the date of service of the thirty (30) day notice to clear the site or until the site has been cleared by the vendor, whichever date is the earlier.

**10. RENTAL—LAND AND BUILDINGS.**—When buildings and improvements are not reserved by the vendor a reasonable rental for the land and buildings shall be paid by the vendor to the United States for the period from the date title to the land is vested in the United States until the date of vacation of the premises.

**11. EXAMINATION OF RECORDS.**—(a) The Contractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this contract.

(b) The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that the Comptroller General of the United States or any of his duly authorized representatives shall, until the expiration of three (3) years after final payment under this contract with the Government, have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor involving transactions related to the contract. The term "subcontract" as used in this clause excludes purchase orders not exceeding \$1,000, and (ii) subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(NOTE: This provision is not applicable if this Site Proposal was solicited by the Government by advertising.)

**12. ATTEMPTED VARIATIONS.**—No variation or departure from the terms of the contract of which these "Conditions" form a part will be binding on the United States unless previously agreed upon in writing by the Administrator of General Services or his duly authorized representative.

**13. OFFICIALS NOT TO BENEFIT.**—No Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this contract or agreement, or to any benefit that may arise thereupon; but this provision shall not be construed to extend to any contract if made with a corporation for its general benefit.

**14. COVENANT AGAINST CONTINGENT FEES.**—The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial selling agencies maintained by the Contractor for the purpose of conducting business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in the discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage, or contingent fee.



15. TITLE EVIDENCE.--Promptly after acceptance of this proposal by the United States, the Vendor shall deliver or cause to be delivered to the United States, without cost to the United States, certified copies of the Order of Taking dated October , 1961 pursuant to which Taking the Property was acquired by the Vendor plus certificates of title with respect to that portion of the Property which is registered land.
16. TITLE.--The title to the property shall be satisfactory to the Attorney General of the United States. Vendor shall obtain and record at Vendor's cost, such deeds, releases, or other title instruments as the Attorney General may require to make the title satisfactory to him. The property when conveyed to the United States shall be clear of all mineral rights, easements, restrictions (except as provided in the deed from the Vendor to the United States hereinafter referred to), and leases, except those which may be acceptable to the United States, and also clear of all judgments, taxes, assessments, liens or incumbrances of any sort, existing or inchoate.
17. DEED.--Title to the property shall be conveyed to the United States by quitclaim deed, which shall be satisfactory to the Attorney General. The consideration stated in the deed shall be the actual consideration paid by the United States. The deed will be prepared by the United States and recorded at its expense. Since both the United States and the Vendor are tax-exempt public bodies, no documentary revenue stamps are required by law, and none will be affixed to the deed.



The deed shall be substantially in accordance with the form attached hereto and made a part hereof as Exhibit "A".

- 18.(a) Paragraphs 2, 3, 5, 8, 9, and 10 of these conditions and the 6th through 10th lines of paragraph 7 of these conditions are hereby deleted.
- (b) Paragraph 4 of these conditions is hereby amended by inserting after the word "Restriction" in line 12 of Paragraph 4 the following - "(except as provided in the deed from the Vendor to the United States, a proposed form of which is attached hereto and made a part hereof as Exhibit "A")."
19. The purchase price of the Site shall be one million two hundred thousand dollars (\$1,200,000). Payment, conveyance of title, and delivery of possession shall be made simultaneously.

20. The Vendor agrees that, at the time of sale, conveyance and delivery of possession of the Site by the Vendor, the Site shall be free and clear of all building structures and improvements, except streets, sidewalks and walls and foundations below the surface of the ground, and that all cellar holes and excavations shall be filled to the level of the surrounding ground in a good and workmanlike manner, that is cellar holes and excavations shall not be filled with any materials subject to rot or decomposition, and shall not contain any garbage, rubbish, organic material or other combustible or putrefactive substances, and brick bats and concrete shall not exceed one (1) cubic foot in size and shall be so incorporated with finer material as not to leave any voids. The Site shall be uniformly graded and left free of mounds and depressions, and the finished surface shall be rough graded so as to conform approximately to the street elevations as they now exist.



- 21(a) The United States agrees with the following land use provisions, planning objectives, and building requirements for the Site:


PLANNING AND DESIGN OBJECTIVES

A. Introduction

The general planning and design objectives of the Government Center Project are:

1. Revitalization of a key portion of downtown Boston through clearance, redevelopment and rehabilitation, thereby eliminating a decadent and sub-standard area;
2. Functional integration of new governmental facilities, supported by new private office facilities and auxiliary consumer and business service facilities;
3. Introduction of new economic strength in the Government Center Project Area, thereby creating an effective center of activity functionally linked to the Retail Core, the Financial District, the Waterfront, the North Station, the Beacon Hill Governmental District, and the nearby residential areas of Beacon Hill and the North End;
4. Provision of adequate vehicular access to Government Center in order to emphasize the importance of Government Center to the entire Boston Peninsula, while at the same time improving mass transit and pedestrian access into and movement within the Project Area;




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5. Creation of design continuity between the public and private parcels in order to heighten an awareness of the essential inter-relation of all the Government Center buildings, open spaces, and pedestrian and vehicular movements;
6. Creation of symbol of democratic government and its related institutions in the physical context of the surrounding historical districts, thereby continuing and improving the important role this area has played in the political, social and cultural history of both Boston and America.

B. Implementation

These general planning and design objectives will be implemented by:

1. The planning and design of public facilities: Circulation systems (pedestrian, vehicular, and mass transit); open spaces; public buildings and other public facilities; and
2. Use and design controls on the disposition parcels and on the buildings in the Project Area which are not proposed to be acquired.

Moreover, these general planning and design objectives are supplemented by the specific planning and design objectives set forth below. The developer of each disposition parcel will be required not only to adhere to the particular controls and restrictions imposed upon his dis-





position parcel, but also to give adequate consideration to the spirit of these objectives and principles in respect to land use, design, and building controls.

C. Circulation System Objectives

1. Pedestrian Movement

- a. Provide a system of pedestrian paths linking open spaces, private and public buildings, mass transit and other public facilities within Government Center;
- b. Provide a system of pedestrian paths linking Government Center and the adjacent districts of North Station, Quincy Market and the Waterfront, the North End, Beacon Hill and the State House, the Retail Core, and the new West End Redevelopment Area;
- c. Provide a system of pedestrian paths which can be incorporated into an improved system for Boston's historic Freedom Trail;
- d. Provide a system of pedestrian paths, the principal elements of which are:
  - (1) paralleling systems of building arcades, walkways and open spaces starting at Pemberton Square, linking the intersections of Cambridge, Tremont, and Court Streets, the Scollay Square MTA Station, Government Center Plaza, the Sears Crescent, new City Hall, Dock Square, and Faneuil Hall (this varied system of open and shel-



- tered walks will eventually tie into the historic Market and Blackstone-Union Streets area and thence the Waterfront on the east, and the North End Freedom Trail elements on the north),
- (2) mid-block open walkway at Washington and State Streets linking new City Hall to the Retail Core and the Financial District via Washington Street,
  - (3) systems of arcaded walkways within the building lines of parcels facing Government Center Plaza east of New Congress and west of Cambridge-Tremont, thus creating protected pedestrian paths serving the needs of ground floor uses in these parcels while protecting and defining pedestrian movement where adjacent to important streets, and
  - (4) sidewalks on all other rights-of-way to assure maximum flexibility for pedestrian desires and to give adequate access to all parcels.

## 2. Vehicular Circulation

- a. Provide a rational vehicular circulation pattern which:

- (1) Maximizes re-use of existing rights-of-way,
- (2) is modified to take advantage of the topography,
- (3) eliminates awkward and dangerous intersections,
- (4) separates different types of private vehicular movement according to function, speed, destina-



- tion, and vehicular size and weight,
- (5) creates super-blocks free of private vehicular traffic,
  - (6) make disposition sites more useful in terms of construction, loading, off-street parking, and other service standards, and
  - (7) defines open spaces free of private vehicular traffic;

b. Simplify and increase the total carrying capacity of routes by creating a hierarchy of vehicular movement which:

- (1) discourages through-traffic from using streets within Government Center designed for Government Center private vehicular movement alone, and
- (2) encourages such movement on the Central Artery and other appropriate through-traffic arteries;

c. Increase the efficiency of the vehicular connections serving Government Center so as to provide a greater access to the Project Area by:

- (1) creating at grade level the one-way connector street-pair formed by New Sudbury and New Char-don Streets, and
- (2) improving the existing State and Court Streets as secondary streets;

d. Design streets according to width, capacity, pavement and related street equipment,



(1) in order to enhance access to disposition parcels, and

(2) relate such designs to the height, massing, facade, treatment and use of disposition parcels;

e. Minimize disposition parcel access from Cambridge-Tremont, New Congress-Merrimac, New Sudbury, New Chardon, State, and Court Streets. Further improvement of private vehicular access and service systems within the purview of these controls will be accomplished by negotiation between the Boston Redevelopment Authority and the disposition parcel developers.

### 3. Mass Transit

Increase the capacity of the Scollay Square Station to meet the increased numbers of employees in, and visitors to, Government Center by the construction of a loop designed to allow more cars to enter and leave Government Center within any period of time, and design surface entrances to meet the following three criteria:

- a. that their design harmonize with the design of the immediate area in which they are located,
- b. that they be so located as to maximize access to the station they serve, and
- c. that their design reflect the capacity of the station they serve.



[REDACTED]

[REDACTED]

D. Objectives for Public Improvements, Open Spaces and Easements for Public Use

1. Provide high standards for the pedestrian's safety, comfort, and access to service elements contained in public spaces and rights-of-way, giving consideration to:
    - a. plant materials, paving and curb treatments, lighting, signs, and other street and open space equipment and furnishings;
    - b. safety at pedestrian crossings and within open spaces;
    - c. street and open space sanitation; and
    - d. climatic comfort in all seasons to the degree feasible.
  2. Provide a functional and attractive system of well-defined open spaces, knitted into an integrated whole by equally well-organized streets, walkways, and open spaces giving consideration to:
    - a. the circulation and/or non-circulation function for which they were designed, and
    - b. the unification and functional articulation of the space sequences of the circulation system.
  3. Provide direction for developers of disposition parcels to give consideration to:
    - a. avoidance of setbacks or breaks in building lines which detract from the definition of enclosure of public open space and street space,
    - b. exploitation of building mass, screen walls, overhangs, or landscaping as elements contributing to the
- [REDACTED]



- definition of public open space and street space,
- c. enhancement of climatic shelter objectives as they relate to public open space and street space,
  - d. provision of safe pedestrian and auto visibility minimizing curb cuts in public open space and street space areas,
  - e. maximum display of lighted or active portions of buildings toward public open space and street space areas in order to improve night-time safety,
  - f. placement of primary building entrances and approaches and arrangement of internal functions generating public activity in such a way as to generate and augment the purposes of public open space and street space, whether intended for active or passive uses, and
  - g. use of architectural materials and scalar treatment of facade and roof lines in modes contributing to unity across and around all sides of the public open space and street space areas.

E. Land Use and Building Controls Objectives

- 1. Provide a high standard of convenience and mutual interdependence between local, State, and Federal government facilities and services, on the one hand, and private offices and business services on the other hand, maximizing convenient pedestrian access between all par-



cels and emphasizing private office space that meets the needs of enterprises requiring Government Center proximity;

2. Provide a high degree of convenience, and self-sufficiency, in Government Center in respect to local retail, personal service, and visitor accommodation facilities, maximizing the vertical and horizontal accessibility of such services from the principal public pedestrian walks and open spaces;
3. Control vehicular traffic generation at a level reasonably related to the presence of mass transportation alternatives, the intense degree of pedestrian movement required in this area, and the limited availability of private vehicular movement channels in the area;
4. Provide an adequate standard of light, air, and open space, and create a total pattern of buildings which is both expressive of contemporary real estate development and harmonious part of historic Boston. (Land use and building controls and restrictions emphasize the potential for buildings of moderate height and great horizontal continuity, both to ensure accessibility to light and air and to affirm the continuity of enclosure of streets and open spaces by long buildings which is characteristic of this part of Boston. The rationale directing the location of tall buildings is based upon an overall area effect rather than upon similarities or



disimilarities of locational conditions between adjacent parcels. In the overall plan as it relates to tall buildings, principal considerations will be minimizing shadowing of lower buildings, major open spaces and transit interchanges, and utilization of the building as an attractive distant landmark for the location and internal structure of Government Center.)

F. Buildings Objectives

1. Realization of these design objectives depends upon the highest possible level of contemporary architectural design. The individual developer's proposal will be reviewed in terms of its contribution to a suitable present-day city environment, its care for the assets and community values of historical Boston, and the permanence of renewal objectives in terms of aesthetic expression, utilitarian arrangement, and structural soundness. This objective will require the developer to conform to the principles of the overall Project Area design through careful attention to the potentials of the disposition parcel (see especially paragraphs D and E above), and to the following standards:
  - a. The best modern architectural standards for natural and artificial lighting, accoustics, and mechanical plant should be utilized, as well as sensitive external expression of these factors in order to avoid premature obsolescence.



- b. Experimentation in the arrangement of uses in a single architectural complex should be undertaken in order to improve on current architectural solutions in respect to mixed land-use sites and in respect to preserving the spatial integrity of the street and defined public open spaces, at least for lower floors facing the space.
- c. New and rehabilitated buildings, as well as buildings proposed to be retained, should harmonize, not only with others sharing the same streets or open spaces, but with surrounding older parts of downtown Boston. Particular note should be taken of the use of curtain walling materials and architectural rhythm and detail of wall openings, relating to dominant local architectural traditions of masonry materials and complex and careful scales of wall openings and details.
- d. All parapets and roof-top structures should be well organized so as to present an attractive appearance from all points of view, including view from higher buildings.
- e. New and rehabilitated buildings as well as buildings proposed to be retained should be treated with architectural values on all facades, leaving no blank facades of inferior material.
2. Two special and fundamental principles with respect to individual architectural considerations are as follows:



- a. Maintenance around Government Center Plaza of a dignified building enclosure of near-equal height, simple roof-line, and similar materials and similar scale of facade treatment, providing an unobtrusive common setting over which the new City Hall will be visually dominant and artistically unique; and
- b. Maintenance and strengthening of a clear visual channel and sequence of related architectural appearances extending from Government Center Plaza to the Waterfront (the latter outside the Project Area) expressing the functional ties between these points of tourist interest and the intervening open spaces as well. It is to be noted that long, moderately-low existing buildings, making heavy use of concrete or granite materials, are frequently found along this line.

#### LAND USE PROVISIONS AND BUILDING REQUIREMENTS

##### A. General Requirements

1. Applicability: The provisions of this Section shall apply to all property to be made available for redevelopment within the Project Area, and shall be implemented by appropriate covenants in disposition documents.



2. Duration of controls, Effective Date and Renewal Provisions:

The provisions and requirements established herein shall be maintained and in effect for a period of 40 years from the date of conveyance of title or the date of the original approval of the Urban Renewal Plan by the City Council, (as provided hereinafter) whichever is later, except for Sections 3 and 4 below, which shall remain in effect for a period of 100 years from said date.

3. Restrictive Covenants: No covenant, agreement, lease conveyance or other instrument shall be effected or executed by the Boston Redevelopment Authority, or by the purchaser or lessee from it (or any successors in interest of such purchasers or lessees) by which land in the Project Area or any improvements, facilities or appurtenances constructed on such land, is restricted, either by the Boston Redevelopment Authority or by such purchasers, lessees or successors in interest, upon the basis of race, creed, color, or national origin, in the lease or occupancy thereof.

4. Compliance with Anti-Discrimination Laws: Redevelopers shall comply with all State and local laws in effect from time to time prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease or occupancy of property in the Project Area.



5. Interpretation: In the event of any question regarding the meaning of these standards and controls, the interpretation placed thereon by the Authority shall be final and binding.
6. Definitions Applicable in the Interpretation of Building Requirements and Restrictions:
- a. Floor Area Ratio: The direct ratio of the total gross floor area of a building to the total Area of the disposition parcel.
  - b. Building Coverage: The percentage of the disposition parcel covered by the ground floor of the building.
  - c. Height: The height of a building shall be measured from the mean grade of the sidewalk or a given grade elevation to the top of the parapet or cornice of the building facade.
  - d. Setback: The distance between the disposition parcel line and the closest facade of the building at ground level.
  - e. Building Envelope: A building envelope is the geometric figure defined by the application of height, setback and similar controls for a disposition parcel.
  - f. Arcade: An area on the ground floor of a building which is open to public access along its entire length.



7. Landscaping: All open areas must be suitably landscaped so as to provide a visually attractive environment.
8. Sign Control: Signs within the Project Area shall be restricted to the non-flashing type, identifying only the establishment and nature of its products. All signs must be suitably integrated with the architectural design of the structure which they identify. No sign shall project above roof of the structure on which it is mounted. No sign shall project beyond the face of the building more than 24". The size, design, location and number of signs must be specified in all Redevelopment proposals. Per unit of frontage occupancy, the total allowable surface for fixed signs and advertising shall be limited to eight (8) square feet per one hundred (100) square feet of front facade surface of the first two floors in that occupancy of the structure. No signs or advertising shall be placed on the exterior facade on or above the floor level of the third floor of any structure. Any exceptions to the above controls, or the placement or replacement of any sign during the 40 year period referred to above, must be approved by the Boston Redevelopment Authority.
9. Exterior Lighting: Exterior lighting may be used to light doors, entrances, show windows, plazas, and open spaces. It shall be located and shielded so as to

prevent glare on adjacent properties. No flood lighting of buildings or streets will be permitted except by special approval of the Boston Redevelopment Authority.

10. Off-Street Loading. Servicing of all buildings shall be off-street. Developers shall provide access to such servicing areas only where permitted under Section B below.

The following are the off-street loading bay requirements for each parcel, unless otherwise provided under Section B.

Number of Bays Required for New Structures by  
Gross Floor Area of Structures  
(in thousands of square feet)

Gross Floor Area (in thousands of square feet)	Under 15	15- 100	100- 150	150- 300	300 and over
Number of Bays Required	0	1	2	3	4, plus 1 for each additional 150,000 sq. ft.

Off-Street loading by requirements do not apply to any of the following  
uses;

Fire Station  
Police Station  
Telephone exchange  
Drive-in restaurant  
Outdoor recreation places  
Parking garage



11. Open Parking Areas. Open parking areas must be landscaped and effectively screened to provide an attractive visual appearance. The number of parking spaces provided must be consented to in writing by the BRA.
  12. Storage. The open air storage of materials, equipment or merchandise, other than automobiles, shall not be permitted in any section of the Project Area.
  13. Accessory Uses. Except where otherwise provided in Section B, all uses customarily or reasonably incidental to the main use of a parcel shall be permitted on that parcel.
  14. Arcaded Pedestrian Ways. Arcaded pedestrian ways are permitted on all disposition parcels.
  15. Automobile Passenger Discharge Area. Buildings in public use shall provide automobile passenger discharge areas in such a way as not to impede traffic flow.
- B. Specific Land Use Provisions and Building Requirements for The Site.
1. Permitted Uses  
This parcel shall be devoted to public office and institutions.

2. Building Requirements

- a. Floor Area Ratio: Not to exceed six.
- b. Building Coverage: Restrictions not applicable.
- c. Height: Not to be less than 65', or more than 85' or above elevation 34.0' in that portion of the parcel lying within 500' of New Congress Street, not to exceed 400' above elevation 34.0 for the remainder of the parcel.
- d. Setback: Controls not applicable.
- e. Easements: Easements for subway tunnels must be maintained and construction shall proceed so as not to damage or threaten damage to or cause leakage in or impair the structure or support of or interfere in any way with the use of Metropolitan Transit Authority facilities, and any existing above ground facilities must be replaced or restored in a manner acceptable to the Metropolitan Transit Authority.
- f. Parking: No surface parking permitted. Automobile servicing for official vehicles permitted provided such services are entirely within an enclosed structure.
- g. Access: May be provided from New Sudbury Street and from New Congress Street by right turn only, but not within 100' of the southerly sideline of New Sudbury Street.
- h. Loading bays: At least 3 loading bays shall be provided.



## REDEVELOPER'S OBLIGATIONS

### A. DESIGN CONTROLS

Redevelopment of land in the Project Area shall be made subject to the regulations and controls specified herein. The purpose of such regulations and controls is to assure that the redevelopment of the Area will conform to the planning and design objectives set forth above. It is therefore the obligation of all redevelopers not only to comply with the controls themselves but also to familiarize themselves with the planning and design objectives and to prepare development proposals which are in harmony therewith. All redevelopment proposals will be subject to design review, comment and approval by the Boston Redevelopment Authority prior to land disposition and prior to commencement of construction. In addition to assuring compliance with specific controls, the Authority will evaluate the quality and appropriateness of proposed development with reference to general design considerations.

### B. OBLIGATION TO BUILD

The redeveloper will be obliged, under the terms of the disposition instrument, to carry out certain specified improvements within a reasonable period of time as set forth in the instrument.

### C. DISPOSITION OF PROPERTY BY REDEVELOPER

The redeveloper will not be permitted to dispose of property until the improvements are completed without the

prior written consent of the Boston Redevelopment Authority, which consent will not be granted except under conditions that will prevent speculation and protect the interests of the City of Boston and the Boston Redevelopment Authority.

21(b) It is the intention of the Authority to take such steps as may be necessary to have an Urban Renewal Plan for the Government Center Urban Renewal Area (including the land use provisions, planning objectives and building requirements set forth in Paragraph 21(a) hereof) approved by appropriate local public bodies and adopted in accordance with applicable law. Upon such approval and adoption, the parties agree that the Urban Renewal Plan shall supersede the said land use provisions, planning objectives and building requirements, provided however that the prior written consent of the United States shall be required with respect to any proposed modification of the land use and building requirements applicable to the site.

22(a) The Site shall be used by the United States for the construction of a Federal Office Building and related facilities, in accordance with the uses, objectives and requirements set forth in Paragraph 21(a) hereof, and in accordance with the Urban Renewal Plan upon its approval and adoption as set forth in Paragraph 21(b) hereof.

(b) The United States, for itself and its successors and assigns, covenants and agrees to devote the use of the Site to and in accordance with, and only to and in accordance with, the uses,



objectives and requirements set forth in Paragraph 21(a) hereof, and in accordance with the Urban Renewal Plan upon its approval and adoption as set forth in Paragraph 21(b) hereof, and to comply with all standards and controls thereof applicable to the Site, as such uses, objectives, requirements, standards and/or controls may from time to time be changed as provided in Paragraph 21(b) hereof.

- (c) The United States, for itself and its successors and assigns, covenants and agrees to commence construction of the improvements referred to in Paragraph 22(a) hereof on the Site within a reasonable time after the date of conveyance of the Site, thereafter diligently to prosecute such construction, and to complete said improvements within a reasonable time after such commencement, subject to such delays as may occur from causes beyond the control, and without the fault or negligence of, the United States, and provided that said improvements continue to be authorized and funds are available therefor.
- (d) Promptly after completion of said improvements, Vendor shall execute and deliver to the United States an appropriate instrument, in recordable form and satisfactory to the United States, evidencing that the construction has been completed in accordance with the Agreement.
- (e) The United States, for itself and its successors and assigns, covenants and agrees (i) not to effect or execute any agreement, lease, conveyance or other instrument whereby the Site,

or any part thereof, is restricted upon the basis of race, creed, color or national origin or ancestry in the sale, lease or occupancy thereof and (ii) to comply with all state and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease, or occupancy of the Site.

- 23(a) Preliminary plans and drawings (including details of exterior treatment) of the improvements to be constructed by the United States on the Site have been signed on behalf of the Vendor for identification and are incorporated herein by reference. Any plans, drawings or specifications involving any material change in the design disclosed by said preliminary plans and drawings will be submitted by the United States to the Vendor in sufficient detail fully to disclose such change.
- (b) In any event, any plans, drawings and specifications upon which the United States intends to invite bids for construction of such improvements and any material change in such plans and/or specifications will be submitted by the United States to the Vendor in sufficient detail to show that such improvements will be in accordance with the uses, objectives, and requirements set forth in Paragraph 21(a) hereof and in accordance with said preliminary plans and drawings.
- (c) The Vendor shall advise the United States within 30 days of the submission of any plans, drawings or specifications pur-



suant to sub-paragraph 23(a) or 23(b) hereof as to whether or not such plans, drawings and/or specifications conform to the provisions of this Agreement and the significant aesthetic values reflected by said preliminary plans and drawings, specifying in detail the respects, if any, in which such lands and/or specifications do not conform. The United States will then, as promptly as possible, change such plans and/or specifications if and as necessary to make them conform and submit any such change to Vendor as hereinbefore in this paragraph provided. Should the Vendor fail to advise the United States within 30 days after any submission pursuant to this Paragraph 23 as provided herein, such Plans and/or specifications shall be deemed to conform.

24 The United States agrees that, prior to completion of construction of the improvements hereinabove referred to, it will not assign or otherwise transfer its rights under this contract, or resell or otherwise transfer the land, or its interests therein or any portion thereof without the written approval of the Vendor. Such approval shall not be withheld unreasonably.

25 The United States, for itself and its successors and assigns, covenants and agrees that the covenants in Paragraphs 22(b), 22(c), and 22(e) hereof are and shall be covenants running with the land, that the covenants in Paragraphs 22(b) and 22(c) shall remain in effect during the 40-year period referred to in Paragraph 21(a) hereof, and that the covenants in Paragraph 22(e) shall remain in effect until one hundred (100) years after the date of conveyance of the Site.

- 26.(a) The United States, for itself and its successors and assigns, covenants and agrees that the Vendor, both for its own right and also for the purpose of protecting the interests of the community and any other parties, public or private, in whose favor or for whose benefit the protective covenants referred to in paragraph 25 hereof have been provided shall be deemed to be a beneficiary of said protective covenants and the same shall run in favor of the Vendor, and its successors and assigns, for the entire period during which said protective covenants shall be in force and effect without regard to whether the Vendor (or its successors or assigns) has been, is or remains the owner of any land or interest therein to, or in favor of, which said protective covenants relate. The United States, for itself and its successors and assigns, covenants and agrees that all said protective covenants shall be contained in any instrument of conveyance relating to the Site and shall, in any event, and without regard to technical classification or designation, legal or otherwise, be, to the fullest extent permitted by law and equity, binding for the benefit and in favor of the Vendor, and its successors and assigns, against the United States and its successors and assigns.
- (b) Notwithstanding any of the provisions herein contained, any breach by the United States of any of the covenants contained



herein, after title to the Site is conveyed to the United States shall not cause title to the Site or any part thereof to revert to the Vendor, its successors or assigns.

27. All of the terms, covenants, restrictions and controls contained or referred to in this instrument which involve a performance of any act or obligation after delivery of the deed to the United States shall survive delivery of the deed to the United States, it being intended that no provision of this instrument shall be deemed to be merged into any subsequent deed or conveyance of the Site from the Vendor to the United States and such subsequent deed shall not be deemed to affect or impair any obligation pursuant to this instrument.
28. No member, official or employee of the Vendor shall have any personal interest, direct or indirect, in this proposal or the contract resulting from the acceptance hereof, nor shall any such member, official or employee participate in any decision relating to this proposal or such contract which affects his personal interest or the interests of any corporation, partnership or association in which he is, directly or indirectly, interested. No member, official or employee of the Vendor shall be personally liable to the United States in the event of any default or breach by the Vendor of any obligations under the terms of this

proposal or such contract. No member of the governing body of the City of Boston and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the Government Center Project shall have any personal interest, direct or indirect, in this proposal or such contract.

29. Any notice required or permitted to be given under this proposal or the contract resulting from the acceptance hereof shall be given in writing signed by the Development Administrator of the Vendor or by the Administrator of General Services, or the duly authorized representative of either of them, and sent to the other party by registered or certified mail, postage prepaid, and addressed as follows or in such other manner or to such other address as the other party shall direct by prior notice:

If to the United States: -

Administrator of General Services  
Washington 25, D. C.  
c/o \_\_\_\_\_

If to the Vendor: -

Boston Redevelopment Authority  
City Hall Annex  
Boston, Massachusetts  
c/o Edward J. Logue, Development Administrator

30. The sale, conveyance and delivery of possession of the Site by the Vendor, and the purchase of and payment for the same by the United States, shall take place on January 2, 1963 at the office of the Vendor unless some other place and/or date is fixed by agreement of the parties hereto.



EXHIBIT "A"

DEED

BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate duly established under the Massachusetts Housing Authority Law (hereinafter referred to as the grantor), for and in consideration of the sum of One Million Two Hundred Thousand Dollars (\$1,200,000), the receipt of which sum is hereby acknowledged by the grantor, does hereby grant to the UNITED STATES OF AMERICA (hereinafter referred to as the grantee), with quitclaim covenants, the following described land located in the area of the Government Center Project of the grantor in the City of Boston:

(INSERT DESCRIPTION)

(A portion of the above described premises is registered land and is described in Transfer Certificate of Title No. \_\_\_\_\_, Book \_\_\_\_\_, Page \_\_\_\_\_, in the Suffolk Registry District.)

Being a portion of the premises acquired by the grantor by an Order of Taking, dated October \_\_\_\_\_, 1961, and recorded in the Suffolk Registry of Deeds, Book \_\_\_\_\_, Page \_\_\_\_\_, and filed in said Registry District as Document No. \_\_\_\_\_.

Subject to the following described easement for Metropolitan Transit Authority subway facilities:

(INSERT DESCRIPTION OF EASEMENT)

This quitclaim deed is made and entered into by the grantor and accepted by the grantee subject to the provisions of a site proposal made by the grantor on \_\_\_\_\_, 1962, and accepted by the grantee on \_\_\_\_\_, 1962 which proposal and acceptance are attached hereto and made a part hereof, and



IN WITNESS WHEREOF, the said BOSTON REDEVELOPMENT AUTHORITY has caused its seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by its \_\_\_\_\_ hereto duly authorized, this day of \_\_\_\_\_, 1962.

By \_\_\_\_\_ (SEAL)

Notary Public  
My commission expires





MASTER PARCEL PLAN  
PARCEL 5

Scale: 1" = 80'

November 1962